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22 **UNITED STATES DISTRICT COURT**
23 **CENTRAL DISTRICT OF CALIFORNIA**

24 LOS ANGELES WATERKEEPER, a
25 California non-profit association,

26 Plaintiff,

27 v.

28 SIGNRESOURCE, LLC, a California
limited liability company;

Defendant.

Case No.: 2:24-cv-10605-FMO-BFM

CONSENT DECREE

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WHEREAS, Plaintiff Los Angeles Waterkeeper (“LA Waterkeeper” or “Plaintiff”) is a 501(c)(3) non-profit public benefit corporation organized under the laws of the State of California, with its main office in Los Angeles, California;

WHEREAS, LA Waterkeeper is dedicated to the preservation, protection and defense of the surface, ground, coastal and ocean waters of Los Angeles County from all sources of pollution and degradation;

WHEREAS, Defendant SignResource LLC (“SignResource” or “Defendant”) owns and operates a facility at 5930 Shull Street, Bell Gardens, California 90201, under Waste Discharger Identification number 4 19I030524 (“Facility”);

WHEREAS, the Facility’s industrial activities consist of aluminum and steel fabrication, sanding and painting metal, cutting and forming polycarbonate, painting plastic, printing digital and silkscreen signs, and cutting vinyl. The Facility is categorized under Standard Industrial Classification (“SIC”) Code 3993, covering Signs and Advertising Specialties;

WHEREAS, storm water discharges associated with industrial activity at the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 issued by the State Water Resources Control Board (“General Permit” or “Permit”)¹, and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq. (“Clean Water Act” or “CWA”), Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

WHEREAS, Defendant’s operations at the Facility may result in discharges of pollutants into waters of the United States and are regulated by the Clean Water Act

¹ Any references to the “General Permit” or “Permit” herein shall be to the then-effective version, regardless of whether such changes are the result of amendments, revisions, reissuance, or similar modification of material terms. Any reference in this Consent Decree to specific sections or subsections of the General Permit that are moved, modified, or otherwise changed in a subsequent version of the General Permit shall be to such subsequent reference(s) as if set forth herein, *e.g.*, the current §XI.B.6.c may be renumbered as §XI.B.7.c, combined into the current §XI.B.6.d, or split into a new §XI.B.6.c and §XI.B.6.d.

1 Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

2 **WHEREAS**, the General Permit requires all permittees, including Defendant,
3 to comply with, inter alia, the following mandates: (1) develop and implement a
4 storm water pollution prevention plan and a storm water monitoring implementation
5 plan, (2) control pollutant discharges using, as applicable, best available technology
6 economically achievable or best conventional pollutant control technology to prevent
7 or reduce pollutants through the development and application of Best Management
8 Practices, which must be detailed in and timely updated in the SWPPP, (3) reduce
9 and eliminate discharges necessary to comply with any and all applicable Water
10 Quality Standards, and (4) implement a monitoring and reporting program, including
11 the MIP, designed to assess compliance with the Permit;

12 **WHEREAS**, on September 10, 2024, Plaintiff issued a notice of intent to file
13 suit (“60-Day Notice Letter”) to Defendant, its registered agent, the Administrator of
14 the United States Environmental Protection Agency (“EPA”), the Executive Director
15 of the State Water Resources Control Board (“State Board”), the Executive Officer of
16 the Los Angeles Regional Water Quality Control Board (“Regional Board”), the
17 Regional Administrator of EPA Region IX, and the U.S. Attorney General of the U.S.
18 Department of Justice, alleging violations of the Clean Water Act and the General
19 Permit;

20 **WHEREAS**, on December 9, 2024, LA Waterkeeper filed a complaint against
21 Defendant in the Central District of California (“Court”), Civil Case No. 2:24-cv-
22 10605-FMO-BFM (“Complaint”);

23 **WHEREAS**, Plaintiff’s Complaint alleged violations of the General Permit
24 and the Clean Water Act for Defendant’s discharges of pollutants into storm drains
25 and surface waters, including Rio Hondo Reach 1, the Los Angeles River Reaches 1
26 and 2, the Los Angeles River Estuary (Queensway Bay), San Pedro Bay Near and Off
27 Shore Zones, and the Pacific Ocean (collectively, “Receiving Waters”);

28 **WHEREAS**, Plaintiff and Defendant (collectively, “Settling Parties” or

1 “Parties”) agree that it is in their mutual interest to enter into a Consent Decree
2 setting forth terms and conditions appropriate to resolving the allegations set forth in
3 the 60-Day Notice Letter and Complaint without further proceedings;

4 **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree
5 shall be made in compliance with all applicable federal, state and local laws, rules
6 and regulations.

7 **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**
8 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**
9 **FOLLOWS:**

10 1. The Court has jurisdiction over the subject matter of this action pursuant
11 to Section 505(a)(1)(A) of the CWA, 33 U.S.C. § 1365(a)(1)(A).

12 2. Venue is appropriate in the Central District Court pursuant to Section
13 505(c)(1) of the CWA, 33 U.S.C. § 1365(c)(1), because the Facility at which the
14 alleged violations are taking place is located within this District.

15 3. The Complaint states a claim upon which relief may be granted against
16 Defendant pursuant to Section 505 of the CWA, 33 U.S.C. § 1365.

17 4. LA Waterkeeper has standing to bring this action.

18 5. The Court shall retain jurisdiction over this matter for the purposes of
19 interpreting, modifying, or enforcing the terms and conditions of this Consent Decree
20 and adjudicating all disputes among the Parties that may arise under the provisions of
21 this Consent Decree, for the Term (as defined below) of this Consent Decree
22 including for as long as necessary for the Court to resolve any motion to enforce this
23 Consent Decree, but only regarding issues raised within the Term. The Court shall
24 have the power to enforce this Consent Decree with all available legal and equitable
25 remedies, including contempt.

26 **I. OBJECTIVES**

27 6. It is the express purpose of the Settling Parties through this Consent
28 Decree to further the objectives of the Clean Water Act, and to resolve all issues

1 alleged by LA Waterkeeper in its 60-Day Notice Letter and Complaint. These
2 objectives include compliance with the provisions of this Consent Decree,
3 compliance with all terms and conditions of the General Permit, and compliance with
4 all applicable sections of the CWA.

5 7. In light of these objectives and as set forth fully below, Defendant agrees
6 to comply with the provisions of this Consent Decree, terms and conditions of the
7 General Permit, and all applicable sections of the CWA at the Facility.

8 **II. AGENCY REVIEW AND DEFINITIONS**

9 **A. AGENCY REVIEW OF CONSENT DECREE**

10 8. Agency Review. Plaintiff shall submit this Consent Decree to the United
11 States Department of Justice and the United States EPA (the “Federal Agencies”) for
12 agency review consistent with 40 C.F.R. § 135.5. The agency review period expires
13 forty-five (45) calendar days after receipt by the Federal Agencies, as evidenced by
14 certified return receipts, or upon the date that the Federal Agencies provide a no
15 objection letter, whichever is earlier (“Agency Review Period”). In the event that the
16 Federal Agencies object to entry of this Consent Decree or to any portion of this
17 Consent Decree, the Parties agree to meet and confer to attempt to resolve the issue(s)
18 raised by the Federal Agencies. If the Parties are unable to resolve any issue(s) raised
19 by the Federal Agencies in their comments, the Parties agree to expeditiously seek a
20 settlement conference with the assigned Magistrate Judge to resolve any issue(s).

21 9. Court Notice. Plaintiff shall notify the Court of the receipt date by the
22 Federal Agencies, as required by 40 C.F.R. § 135.5, in order to coordinate the Court’s
23 calendar with the 45-day review period.

24 10. Entry of Consent Decree. Following the expiration of the Agency
25 Review Period, Plaintiff shall submit the Consent Decree to the Court for entry.

26 **B. DEFINITIONS**

27 11. Unless otherwise expressly defined herein, terms used in this Consent
28 Decree which are defined in the CWA or in regulations or rules promulgated under

1 the CWA have the meaning assigned to them in the statutes or regulations or rules.
2 Whenever terms listed below are used in this Consent Decree, whether or not
3 capitalized, the following definitions apply:

- 4 a. “BAT” means the Best Available Technology Economically
5 Achievable.
- 6 b. “BCT” means the Best Conventional Pollutant Control
7 Technology, and collectively with BAT is referred to herein as
8 “BAT/BCT.”
- 9 c. “BMPs” means Best Management Practices as defined in
10 Attachment C (Glossary) of the General Permit.
- 11 d. “Consent Decree” means this Consent Decree and any
12 attachments or documents incorporated by reference.
- 13 e. “Day” means a calendar day. In computing any period of time
14 under this Consent Decree, where the last day of such period is a
15 Saturday, Sunday, or Federal or State Holiday, the period runs
16 until the close of business on the next day that is not a Saturday,
17 Sunday, or Federal or State Holiday.
- 18 f. “Design Storm” means the design storm calculated in accordance
19 with the design storm standards set forth in General Permit for
20 Volume-based BMPs (General Permit § X.H.6.a.) or Flow-based
21 BMPs (General Permit § X.H.6.b.).
- 22 g. “Discharge Point” means each discharge location designated in
23 the then-current or as amended SWPPP for the Facility.
- 24 h. “Effective Date” means the effective date of this Consent Decree,
25 which shall be the date of full execution by the Parties.
- 26 i. “Entry Date” means the day this Consent Decree is approved and
27 entered by the Court.
- 28 j. “Forecasted Rain Event” means a forecasted rain event as

1 determined by the National Oceanic and Atmospheric
2 Administration (<http://forecast.weather.gov/>) for “Bell Gardens,
3 California”².

4 k. “MIP” means a Monitoring Implementation Plan.

5 l. “PPT” means Pollution Prevention Team.

6 m. “Qualified Industrial Storm Water Practitioner” or “QISP” shall
7 have the definition set forth in Section IX.A.1 of the General
8 Permit.

9 n. “Qualifying Storm Event” or “QSE” shall have the definition set
10 forth in Section XI.B.1 of the General Permit.

11 o. “Reporting Year” means the period from July 1 of a given
12 calendar year to June 30 of the following calendar year.

13 p. “SMARTS” means the California State Water Resources Control
14 Board’s Stormwater Multiple Application and Report Tracking
15 System.

16 q. “SWPPP” means a Storm Water Pollution Prevention Plan.

17 r. “Term” means the period between the Effective Date and the
18 “Termination Date.”

19 s. “Termination Date” means the latest of:

- 20 i. June 30 following three (3) years from the Effective Date;
21 ii. June 30 following one (1) year after an advanced treatment
22 system is fully installed, operational, and optimized, if
23 applicable;
24 iii. seven (7) days from the conclusion of any proceeding or
25 process to enforce the Consent Decree initiated prior to the
26 later of the dates in Paragraphs 11.s.i and 11.s.ii above; or
27

28 ² Available at <https://forecast.weather.gov/MapClick.php?lat=33.969583&lon=-118.14768>

iv. seven (7) days from Defendant's completion of all payments and other affirmative duties required by this Consent Decree as further described herein.

t. "Wet Season" means the period beginning October 1st of any given calendar year and ending June 30th of the following calendar year.

III. COMMITMENTS OF THE SETTLING PARTIES

A. STORM WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES

12. Non-Storm Water Discharge Prohibition. Any unauthorized non-storm water discharge, as defined in the General Permit, shall be a violation of this Consent Decree.

13. Current and Additional Best Management Practices. At all times, Defendant shall implement BMPs identified in its SWPPP and BMPs described herein, and shall develop and implement additional BMPs as necessary to comply with the provisions of this Consent Decree and the General Permit, including but not limited to those necessary to comply with: (1) BAT/BCT-level pollutant reductions; and (2) the General Permit's Receiving Water Limitations, which require that discharges from the Facility "not cause or contribute to an exceedance of any applicable water quality standards" contained in a Statewide Water Quality Control Plan or the applicable Regional Board's Basin Plan.

14. Rain Gauge/Sensor. Defendant shall install and maintain an electronic rain gauge or sensor at the Facility within ten (10) days of the Effective Date. The rain gauge/sensor shall be capable of measuring precipitation down to at least 0.1 inches, and record start/stop times and non-cumulative precipitation for each rain event. During the Term, Defendant shall collect data using the gauge/sensor for all precipitation events to the nearest 0.1 inch, including start/stop times. Data from the rain gauge/sensor shall be conclusive of precipitation quantities and timing for purposes of this Consent Decree.

1 15. Structural and Non-Structural BMPs for the Facility. As soon as possible
2 but no later than forty-five (45) days of the Effective Date, unless otherwise noted,
3 Defendant shall develop and implement the following BMPs at the Facility:

- 4 a. Implement a daily sweeping program using a regenerative air or
5 vacuum sweeper on all paved areas, taking particular care during
6 the Wet Season. Defendant currently uses a 53" Crystal Floor
7 Scrubber and a 75" Crystal Floor Scrubber. In the event either of
8 the Crystal Floor Scrubbers require replacement, Defendant will
9 obtain a sweeper certified by the South Coast Air Quality
10 Management District with the capacity to collect and retain PM-10
11 (10 μ m) particles. Employ hand sweeping and vacuuming with a
12 backpack-style HEPA vacuum on the same daily schedule in areas
13 a mechanical sweeper cannot access;
- 14 b. Employ and secure heavy metal filter socks, new media-based
15 wattles, and/or filters at each discharge point to remove sediments,
16 metals, and organic materials in storm water discharged from the
17 Facility, and configure such wattles/filters/socks to achieve
18 maximum contact time with storm water prior to discharge, *i.e.*, in
19 multiple layers and/or overlapping formations. Defendant shall,
20 thereafter, employ and secure new media-based wattles, filters,
21 and/or socks in the same manner annually prior to the start of the
22 Wet Season, no later than September 15th;
- 23 c. During each Wet Season, as necessary, replace the media-based
24 wattles, filters, and/or socks when degraded or ineffective,
25 including without limitation when there are rips, tears or other
26 visual damage, and/or sampling data demonstrating the media-
27 based wattles, filters, and/or socks are not sufficiently reducing
28 pollutant concentrations;

- d. Within twenty-four (24) hours prior to a Forecasted Rain Event, inspect and ensure that all wattles, filters, and socks are properly deployed at the Facility;
- e. Within twenty-four (24) hours prior to a Forecasted Rain Event, ensure all drains are free of clogs and operating as intended;
- f. Within twenty-four (24) hours prior to a Forecasted Rain Event, remove any exposed waste material and cover all industrial materials, debris and scrap bins, and trash cans with tarps, lids, or other coverings sufficient to prevent exposure to rainfall, including without limitation those stored outside and where roof protection is inadequate, or otherwise move them into a covered structure adequate to prevent exposure to rainfall;
- g. Remove, and prevent the storage of, all unused, inutile, and/or abandoned racks, vehicles, equipment, paint and waste scrap materials from the entire property;
- h. Improve existing overhead structures at the loading bays to minimize the potential for stormwater to encounter the material below the structures or for contents to become windborne;
- i. Replace the existing tarp at the entrance to the maintenance area in the West Yard with vinyl strip doors;
- j. Inspect hazardous material and waste storage areas daily for proper implementation and maintenance of control measures and containment integrity;
- k. Institute an equipment and vehicle maintenance program that ensures:
 - i. maintenance activities occur only in designated work areas or beneath covered maintenance areas;
 - ii. spill clean-up supplies are kept at all fluid storage and

1 maintenance areas;

- 2 iii. no maintenance activities occur outdoors during wet
3 weather, unless such maintenance is required for safe
4 operation of the Facility, *e.g.*, the forklift breaks down in a
5 location that prevents ingress/egress;
6 iv. absorbent is laid down prior to conducting any emergency
7 maintenance activities outdoors;
8 v. when maintenance activities must be performed outdoors,
9 action shall be taken to immediately contain, capture, and
10 clean up any discharge or spills of waste fluids to the
11 ground;
12 vi. drip pans or open waste containers are not left unattended
13 and waste is transferred to proper containers as soon as
14 practical, but at a minimum at the end of the workday; and

15 1. Biannual Reporting. Every July 31 and January 31, Defendant shall file
16 a written report with LA Waterkeeper covering the preceding six (6)
17 months. This report shall document:

- 18 i. All BMPs implemented pursuant to this Consent Decree,
19 including with representative photographs;
20 ii. Defendant's ability or inability to sample a Qualifying
21 Storm Event that is documented at >.1 inch during
22 operating hours; and
23 iii. The complete laboratory results of all Qualifying Storm
24 Events as required under the General Permit, along with the
25 identification of any results that are above the threshold
26 limits in Table 1.

27 **B. SAMPLING AT THE FACILITY**

28 16. Defendant shall develop a monitoring program consistent with the

1 General Permit. During the Term, Defendant shall collect samples of storm water
2 discharge from each Discharge Point from four (4) Qualifying Storm Events within
3 each Reporting Year, including the first two (2) Qualifying Storm Events during the
4 first half of the Reporting Year and the first two (2) Qualifying Storm Events during
5 the second half of the Reporting Year. If, due to lack of Qualifying Storm Events,
6 fewer than two Qualifying Storm Events are collected in the first half of a Reporting
7 Year, Defendant shall make best efforts to sample the requisite number of additional
8 Qualifying Storm Event(s) during the second half of a Reporting Year, subject to
9 weather conditions, in order to obtain four (4) total QSEs for the Reporting Year.
10 Such sampling shall take place as soon as possible within the four (4) hour period
11 required by the General Permit § XI.B.5. If a documented rain event produced greater
12 than .1 inches of rain pursuant to Paragraph 11(j) above, but Defendant did not collect
13 samples because such rain event did not produce a discharge, then Defendant shall
14 document the inability to sample by taking photographs during the rain event of each
15 Discharge Point from which no discharge occurred. Defendant shall submit such
16 photographs to LA Waterkeeper by email, along with rain gauge/sensor data for the
17 date of such rain event, at each biannual reporting period specified in Paragraph 15(1)
18 above, or within ten (10) days of a written request for such records by LA
19 Waterkeeper.

20 17. Defendant will update the site map and SWPPP to reflect any changes in
21 discharge sample location(s) within thirty (30) days of the Effective Date.

22 18. In the West Yard, relocate the sampling point from the catch basin at
23 X002 to an upstream location along the concrete trench, to avoid contamination from
24 municipal stormwater from Garfield Avenue and industrial runoff from the
25 neighboring property (Ace Diesel Services).

26 19. Sampling Parameters. All samples collected pursuant to this Consent
27 Decree shall be analyzed, at minimum, for the parameters listed in Table 1. Should
28 Defendant intend to conduct sampling for any additional parameters that are listed in

1 40 C.F.R. § 131.38 and/or in the General Permit for any reason, including without
2 limitation as a result of changed operations, a revised pollutant source assessment, or
3 a new mandate from a regulatory agency, such parameter shall be incorporated into
4 this Consent Decree as if listed in Table 1 for all purposes, including any Action Plan
5 requirements (as defined below). Defendant shall immediately notify LA
6 Waterkeeper of its intent to conduct sampling for any such additional parameters and
7 the Parties shall meet and confer regarding the applicable Table 1 limit for such
8 purposes within fourteen (14) days of such notification.

9 20. Laboratory and Holding Time. Except for pH samples, Defendant shall
10 deliver all samples to a California-certified environmental laboratory for analysis
11 within allowable hold times, pursuant to 40 C.F.R. Part 136. Analysis of pH will be
12 completed onsite using a portable instrument that is calibrated and used according to
13 the manufacturer's instructions.

14 21. Detection Limit. Defendant shall request that the laboratory use
15 analytical methods adequate to detect the individual pollutants at or below the values
16 specified in the General Permit and Table 1 below.

17 22. Reporting. Defendant shall provide complete laboratory results of all
18 samples collected at the Facility to SMARTS in accordance with the General Permit
19 and notify LAWK of their upload within five (5) days.

20 **C. REDUCTION OF POLLUTANTS IN DISCHARGES**

21 23. Table 1 Numeric Limits. Defendant shall develop and implement BMPs
22 for storm water discharges from the Facility that reduce pollutant concentrations to
23 levels below those in Table 1.

TABLE 1³

Parameter	Numeric Limit	Source of Limit
Total Suspended Solids (TSS)	400 mg/L (instantaneous); 100 mg/L (annual)	NAL
Oil & Grease (O&G)	25 mg/L (instantaneous); 15 mg/L (annual)	NAL
pH	6-9 SU (instantaneous)	Basin Plan
Zinc	0.159 (instantaneous)	NEL
N+N	0.68 (annual)	NAL
Aluminum	0.75 (annual)	NAL
Iron	1.0 (annual)	NAL

24. Table 1 Exceedances. An “Exceedance” of Table 1 is defined as follows: (a) where the concentration of the same pollutant in any two (2) storm water samples at the Facility during one Reporting Year exceeds the annual numeric limit contained in Table 1; and/or (b) where the concentration of any pollutant in any one (1) storm water sample from the Facility exceeds an instantaneous numeric limit contained in Table 1. An Exceedance shall constitute a violation of this Consent Decree.

25. Action Plan. As of the Effective Date, and for the remainder of the Term, if (a) Defendant has an unauthorized non-storm water discharge in violation of Paragraph 12, or (b) Defendant receives a laboratory report for storm water samples that demonstrates an Exceedance as defined above; or (c) after an advanced treatment system is fully installed, operational, and optimized, if ever, the advanced treatment system discharges untreated storm water in smaller than a Design Storm (each, a “Trigger Event”), Defendant shall prepare and submit to LA Waterkeeper a plan for reducing and/or eliminating the relevant discharge of pollutants for the Facility and/or achieving compliance with the non-storm water discharge prohibition (“Action

³ The numeric limits listed in Table 1 are for reference only, and the Table 1 limit applicable to each parameter shall be the then-effective limit provided by the applicable source, e.g., if the NAL for TSS is either increased to 110 mg/L or decreased to 90 mg/L, such new NAL, and not 100 mg/L, shall be used as the Table 1 limit for the purposes of this Consent Decree as if set forth herein. If the source of a limit in Table 1 is revised to no longer provide a limit for a given parameter, e.g., the NAL for TSS being removed, then the Parties shall meet and confer regarding the applicable Table 1 limit for such parameter for the purposes of this Consent Decree.

1 Plan”). The complete Action Plan shall be submitted to LA Waterkeeper within forty-
2 five (45) days of the applicable Trigger Event.

3 a. Action Plan Requirements. Each complete Action Plan submitted
4 shall include at a minimum: (1) the identification of the
5 pollutant(s) discharged in excess of the numeric limit(s) and/or the
6 source of the unauthorized discharge(s) relating to the Trigger
7 Event; (2) an assessment of the cause of each Trigger Event; (3)
8 the identification of additional BMPs that shall be implemented to
9 achieve compliance with the numeric limit(s) and/or unauthorized
10 discharge prohibition(s), as well as the design plans and
11 calculations of these additional BMPs; and (4) time schedules for
12 implementation of the proposed BMPs. The time schedule(s) for
13 implementation shall ensure that all BMPs are implemented as
14 soon as possible, but in no event later than ninety (90) days
15 following the submission of the Action Plan, unless a later
16 implementation date is mutually agreed upon by the Settling
17 Parties. Within fourteen (14) days of each of the BMPs set forth in
18 the Action Plan being implemented, Defendant shall confirm to
19 LA Waterkeeper in writing, with photographs, that such BMP has
20 been implemented as set forth in the Action Plan.

21 b. Action Plan Proposed BMPs. While not required to implement,
22 the following BMPs should generally be evaluated for inclusion in
23 Action Plans to attain the Table 1 levels in the Facility’s storm
24 water discharges to the extent possible:

- 25 i. Patch, pave, or otherwise resurface areas of degraded
26 pavement or asphalt throughout the Facility;
27 ii. Hydrologic Controls. Installation of additional berms or
28 equivalent structural controls necessary to reduce or prevent

1 storm water from flowing off site other than through the
2 engineered storm water conveyance system or storm water
3 retention or treatment facilities.

4 iii. Sweeping. The increased/more frequent use of sweepers
5 and manual sweeping in otherwise inaccessible areas.

6 iv. Treatment Systems. Installing additional components or
7 systems, or otherwise improving, an advanced storm water
8 treatment system, or making changes to the operation and
9 maintenance protocols for such system, to provide more
10 effective filtration treatment of storm water prior to
11 discharge.

12 v. Evaluation of Existing BMPs. Replacing, rehabilitating, or
13 eliminating existing BMPs, taking into account the age of
14 the BMPs involved or employed, the engineering aspect of
15 the application of various BMPs, and any adverse
16 environmental impact of the BMPs.

17 vi. Upgrade forklift tires with zinc free tires or other durable
18 alternatives.

19 c. Action Plan Review. LA Waterkeeper shall have thirty (30) days
20 upon receipt of Defendant's complete Action Plan to provide
21 Defendant with comments. Within fourteen (14) days of receiving
22 LA Waterkeeper's proposed revisions to an Action Plan,
23 Defendant shall consider each of LA Waterkeeper's recommended
24 revisions and accept them or justify in writing why any comment
25 is not incorporated. Action Plan(s) developed and implemented
26 pursuant to this Consent Decree are an obligation of this Consent
27 Decree. Any disputes as to the adequacy of an Action Plan shall
28 be resolved pursuant to the dispute resolution provisions of this

1 Consent Decree, set out in Section IV below. Disputes regarding
2 the adequacy of a particular BMP shall not impact the schedule for
3 implementing any other BMP set forth in the Action Plan.

4 d. Defendant shall revise the then-current SWPPP to reflect the
5 changes required by the Action Plan, as set forth in Paragraph 31.b
6 below.

7 **D. VISUAL OBSERVATIONS**

8 26. Storm Water Discharge Observations. During the Term, appropriately
9 trained staff of Defendant shall conduct visual observations during the Facility's
10 operating hours during every rain event. Such inspections shall comply with all
11 requirements of Section XI.A.2 of the General Permit.

12 27. Monthly Visual Observations. During the Term, appropriately trained
13 staff of Defendant shall conduct monthly visual observations of the Facility including
14 outfalls, Discharge Point(s), outdoor industrial equipment and storage areas, outdoor
15 industrial activities areas, BMPs, and all other potential sources of industrial
16 pollutants. Such inspections shall comply with all requirements of Section XI.A.1 of
17 the General Permit. All Discharge Points shall also be inspected for accumulation of
18 dust, sediment, sand, grit, oily substances, oily sheens upon any standing water, and
19 other materials associated with operations at the Facility. During the Wet Season,
20 such inspections shall further include observations of all storm water BMPs that are
21 used only during the Wet Season at the Facility to ensure that operational BMPs are
22 being implemented, structural BMPs are in good condition or working order, and that
23 BMPs have been effective in producing clean conditions at the Facility. Such
24 inspections shall further include observation as to whether there are any non-storm
25 water discharges from the Facility.

26 28. Daily Visual Inspections. Defendant shall inspect operation work areas
27 daily to ensure adequate implementation and maintenance of operational procedures
28 and control measures;

1 29. Visual Observations Records. Defendant shall maintain observation
2 records, including photographs, to document compliance with Paragraphs 26, 27, and
3 28. Such records shall include, but not be limited to, the persons who completed the
4 inspection, the date of the inspection, and notes sufficient to describe the completed
5 activity and all observations thereof, including but not limited to: (i) whether BMPs
6 are in a proper, working condition; (ii) whether any repair, replacement, or operation
7 and maintenance is needed for any BMPs; (iii) other conditions that have the
8 potential to lead to pollutant loading in storm water discharges; and (iv) photographs
9 of all the foregoing. Defendant shall provide LA Waterkeeper with a copy of those
10 records within fourteen (14) days of receipt of a written request from LA
11 Waterkeeper for those records.

12 **E. TRAINING AND PLANS**

13 30. Employee Training Program. Within thirty (30) days of the Effective
14 Date, Defendant shall develop and implement an employee training program that
15 meets the following requirements and ensures (1) that there is a sufficient number of
16 employees at the Facility designated to achieve compliance with the General Permit
17 and this Consent Decree (“Designated Employees”), and (2) that these Designated
18 Employees are properly trained to perform the activities required by the General
19 Permit and this Consent Decree (“Training Program”):

- 20 a. Materials. Training materials should include, at minimum, a
21 detailed Training Manual or Standard Operating Procedure,
22 including drawings and diagrams where appropriate, for reference
23 and use by Defendant’s personnel to ensure effective
24 implementation of all BMPs at the Facility;
- 25 b. Language. The training and training materials shall be available
26 and offered in the language(s) in which relevant employees are
27 fluent. If necessary, Defendant shall provide a translator or
28 translators at all trainings where such translation is likely to

1 improve staff comprehension of the Training Program and
2 improve compliance with this Consent Decree and the General
3 Permit;

- 4 c. Training Frequency. Training shall be provided by a QISP
5 familiar with the requirements of this Consent Decree and the
6 General Permit, and shall be repeated annually to ensure that all
7 relevant employees are familiar with the requirements of this
8 Consent Decree, the Permit, and the Facility's SWPPP. All
9 relevant new staff shall receive this training before assuming
10 responsibilities for implementing the SWPPP;
- 11 d. Sampling Training. Defendant shall designate an adequate number
12 of employees necessary to collect storm water samples as required
13 by this Consent Decree, including training to ensure samples are
14 properly collected, stored, and submitted to a certified laboratory;
- 15 e. Visual Observation Training. Defendant shall provide training on
16 how and when to properly conduct visual observations to
17 Designated Employees;
- 18 f. Hazardous Material Use Training. Defendant shall provide
19 training on appropriate hazardous materials use and hazardous
20 waste control and disposal procedures at the initial time of
21 employment and then annually after that;
- 22 g. Non-Storm Water Discharge Training. Defendant shall train all
23 Designated Employees at the Facility on the General Permit's
24 prohibition of non-storm water discharges, so that Designated
25 Employees know what non-storm water discharges are and how to
26 detect and prevent non-storm water discharges;
- 27 h. Employees. All Designated Employees at the Facility shall
28 participate in the Training Program annually. New Designated

1 Employees shall participate in the Training Program within thirty
2 (30) days of their hiring date; and

- 3 i. Records. Defendant shall maintain training records to document
4 compliance with this Paragraph and shall provide LA Waterkeeper
5 with a copy of these records within fourteen (14) days of receipt
6 of a written request.

7 31. SWPPP Revisions.

- 8 a. Initial SWPPP Revisions. Defendant shall amend the Facility's
9 SWPPP to incorporate the requirements in this Consent Decree
10 and comply with the General Permit and submit the complete,
11 updated SWPPP to LA Waterkeeper within forty-five (45) days of
12 the Effective Date for LA Waterkeeper's review and comment.

13 The complete, updated SWPPP shall contain, at a minimum, the
14 following elements:

- 15 i. A revised pollutant source assessment, including all
16 elements required by Section X.G of the General Permit as
17 well as assessments of the potential for the Facility's storm
18 water discharges to contain pollutants for which the
19 Receiving Waters are 303(d) listed and/or have Total
20 Maximum Daily Loads;
- 21 ii. A detailed narrative description and assessment of each
22 industrial activity with the potential to impact storm water
23 quality occurring at the Facility as required by Section X.G
24 of the General Permit;
- 25 iii. Descriptions of all BMPs in accordance with Section X.H.4
26 of the General Permit, including without limitation BMPs
27 required by this Consent Decree;
- 28 iv. A set of site maps that comply with Section X.E of the

1 General Permit and provisions of this Consent Decree,
2 including accurately depicting the different drainage areas
3 and flows;

4 v. A MIP as required by Sections XI and X.I of the General
5 Permit;

6 vi. A designation (by position/title) of employees responsible
7 for carrying out storm water management, monitoring,
8 sampling and SWPPP implementation, e.g., visual
9 inspection of each specific area, monitoring each specific
10 BMP, sampling, etc.; and

11 vii. A Training Program as described above in Paragraph 30.

12 b. Additional SWPPP Revisions.

13 i. Within thirty (30) days after approval of any Action Plan by
14 LA Waterkeeper (or resolution pursuant to Dispute
15 Resolution), Defendant shall revise the then-current SWPPP
16 to reflect the changes required by the Action Plan and
17 submit the complete, updated SWPPP to LA Waterkeeper
18 for LA Waterkeeper's review and comment.

19 ii. Within thirty (30) days after any changes in industrial
20 activities or sources of industrial pollutants, changes to
21 Discharge Points, or changes to sections of the SWPPP
22 identified in the SWPPP as requiring a SWPPP revision
23 (including but not limited to, changes in Facility contacts or
24 PPT members, changes or additions of BMPs, or changes in
25 or additions of industrial activities that impact storm water
26 discharge), Defendant shall revise the then-current SWPPP
27 to reflect such changes and submit the complete, updated
28 SWPPP to LA Waterkeeper for LA Waterkeeper's review

1 and comment.

2 c. Review of SWPPP. For any SWPPP updates pursuant to
3 Paragraphs 31.a and 31.b, LA Waterkeeper shall have thirty (30)
4 days upon receipt of Defendant's complete SWPPP to provide
5 Defendant with comments. Within thirty (30) days of receiving
6 LA Waterkeeper's comments and proposed changes to the
7 SWPPP, Defendant shall consider each of the comments and
8 proposed changes and either accept them or justify in writing why
9 a change is not incorporated. The Parties agree to work in good
10 faith to resolve any disputes with respect to the SWPPP, and any
11 remaining disputes will be resolved through timely initiation of
12 the dispute resolution procedures in Section IV below. Following
13 its incorporation of proposed modification or additions (if any)
14 into each revised SWPPP, Defendant shall upload the revised
15 SWPPP to SMARTS.

16 **F. COMPLIANCE MONITORING AND REPORTING**

17 32. LA Waterkeeper may conduct one annual site inspection ("Site
18 Inspection") during each Reporting Year during the Term for the purpose of ensuring
19 compliance with this Consent Decree and the General Permit. In the event of a
20 dispute regarding Defendant's compliance with this Consent Decree, and provided a
21 Site Inspection would be relevant to resolving the Parties' dispute, the Parties agree to
22 meet and confer regarding an additional Site Inspection at Plaintiff's request. Plaintiff
23 shall not unreasonably request, and Defendant shall not unreasonably deny, one
24 additional Site Inspection. Any Site Inspection shall occur during normal business
25 hours, and LA Waterkeeper will provide Defendant with at least seven (7) days'
26 notice for dry weather and 24 hours' notice for wet weather prior to a Site Inspection.
27 Plaintiff shall use its best efforts to provide more than 24 hours' notice for wet
28 weather Site Inspections. For any Site Inspection requested to occur in wet weather,

1 Plaintiff shall be entitled to adjust timing or reschedule during normal business hours
2 in the event the forecast changes and anticipated precipitation appears unlikely, and
3 thus frustrates the purpose of visiting the Facility in wet weather. Notice will be
4 provided by electronic mail to the individual(s) designated below at Paragraph 59.
5 During the Wet Weather inspection, Plaintiff may request that Defendant collect a
6 sample of industrial storm water discharge from the Facility's designated industrial
7 discharge point(s) referenced in its SWPPP, to the extent that such discharges are
8 occurring. Defendant shall collect the sample and provide a split sample to LA
9 Waterkeeper. LA Waterkeeper's representative(s) may observe the split sample(s)
10 being collected by Defendant's representative. LA Waterkeeper shall be permitted to
11 take photographs or video recording during any Site Inspection, subject to request
12 from Defendant not to photograph or video particular areas of the Site or operations
13 due to confidential business reasons.

14 33. Document Provision. During the Term, Defendant shall notify and
15 submit documents to LA Waterkeeper as follows:

- 16 a. Defendant shall copy LA Waterkeeper, by electronic mail to the
17 individual(s) designated below at Paragraph 59, on all compliance
18 documents, monitoring and/or sampling data, written
19 communications and/or correspondences, or any documents
20 related to storm water quality at the Facility that are submitted to
21 the Regional Board, the State Board, and/or any state or local
22 agency, county or municipality.
- 23 b. Within ten (10) days of receipt by Defendant, send to LA
24 Waterkeeper, by electronic mail to the individual(s) designated
25 below at Paragraph 59, any compliance document, inspection
26 report, written communication and/or correspondence, or any
27 document related to storm water quality at the Facility received by
28 Defendant from the Regional Board, the State Board, and/or any

1 state or local agency, county, municipality specific to the
2 Defendant or the Site.

3 34. Compliance Monitoring. Defendant shall partially defray costs
4 associated with Plaintiff's monitoring of Defendant's compliance with this Consent
5 Decree during the Term by paying Fifteen Thousand Dollars (\$15,000.00) with
6 payment due within thirty (30) days of the Entry Date. Payment pursuant to this
7 Paragraph shall be made via check, made payable to: "Los Angeles Waterkeeper" via
8 certified mail, return receipt requested to Los Angeles Waterkeeper, c/o Senior
9 Attorney, 360 E 2nd Street, Suite 250, Los Angeles, CA 90012. Please include the
10 Facility's name and WDID on the payment. Failure to submit payment as required
11 under this Paragraph will constitute breach of the Consent Decree.

12 **G. ENVIRONMENTALLY BENEFICIAL PROJECT, LITIGATION FEES AND**
13 **COSTS, MISSED DEADLINES, AND INTEREST**

14 35. Environmentally Beneficial Project. To fund environmentally beneficial
15 project activities that will reduce or mitigate the impacts of storm water pollution
16 from industrial activities occurring in Rio Hondo Reach 1, the Los Angeles River
17 Reaches 1 and 2, the Los Angeles River Estuary (Queensway Bay), and San Pedro
18 Bay, Defendant shall make a payment totaling Twenty Two Thousand Five Hundred
19 Dollars (\$22,500.00) to the Rose Foundation made within thirty (30) days of the
20 Entry Date, payable to Rose Foundation for Communities and the Environment and
21 sent via overnight mail to Rose Foundation, 201 4th Street, Suite 102, Oakland,
22 California 94607. Failure to submit payment as required under this Paragraph will
23 constitute breach of the Consent Decree.

24 36. LA Waterkeeper's Fees and Costs. Defendant shall pay a total of Forty
25 Eight Thousand Dollars (\$48,000.00) to LA Waterkeeper to partially reimburse
26 Plaintiff for their investigation fees and costs, expert/consultant fees and costs,
27 reasonable attorneys' fees, and other costs incurred as a result of investigating and
28 filing the lawsuit, and negotiating a resolution of this matter within thirty (30) days of

1 the Entry Date. The payment shall be made payable to: Coast Law Group, LLP c/o
2 Livia B. Beaudin and delivered by overnight carrier to 1140 S. Coast Highway 101,
3 Encinitas, California 92024. Failure to submit payment as required under this
4 Paragraph will constitute breach of the Consent Decree.

5 37. Missed Deadlines. In the event that Defendant fails to submit to LA
6 Waterkeeper any payment, document, report, or communication required by this
7 Consent Decree, LA Waterkeeper shall provide written notice to Defendant of such
8 missed deadline. If Defendant fails to cure such delinquency within five (5) business
9 days of receipt of LA Waterkeeper's notice, then Defendant shall pay a stipulated
10 payment of Five Hundred Dollars (\$500) per week. Such stipulated payments shall be
11 made by check payable to: Rose Foundation for Communities and the Environment,
12 and such funds shall be used for the sole purpose of funding environmentally
13 beneficial projects, as described in Paragraph 35. Payment shall be sent via overnight
14 mail to Rose Foundation, 201 4th Street, Suite 102, Oakland, California 94607.
15 Defendant agrees to make the stipulated payment within fourteen (14) days after the
16 resolution of the event that precipitated the stipulated payment liability.

17 38. Interest on Late Payments. Defendant shall pay interest on any
18 payments, fees, or costs owed pursuant to this Consent Decree that are not received
19 by the due date. The interest shall accrue starting the next business day after the
20 payment is due and shall be computed at a rate equal to the lower of: (i) 10% per year
21 (0.833% per month); or (ii) the maximum rate permitted by applicable law. Interest
22 shall continue to accrue daily on any outstanding balance until Defendant is current
23 on all payments then due under this Consent Decree, and shall be paid at the same
24 time that the payments, fees, or costs owed are paid to LA Waterkeeper. Interest on
25 late payments shall be paid by check payable to: Rose Foundation for Communities
26 and the Environment, and such funds shall be used for the sole purpose of funding
27 environmentally beneficial projects, as described in Paragraph 35. Payment shall be
28 sent via overnight mail to Rose Foundation, 201 4th Street, Suite 102, Oakland,

1 California 94607.

2 **IV. DISPUTE RESOLUTION**

3 39. Meet and Confer. Either Party to this Consent Decree may invoke the
4 dispute resolution procedures of this Section IV by notifying the other Party in
5 writing of the matter(s) in dispute and of the disputing Party's proposal for resolution.
6 The Parties shall then meet and confer in good faith (either telephonically or in
7 person) within ten (10) days of the date of the notice in an attempt to fully resolve the
8 dispute no later than thirty (30) days from the date of the meet and confer, unless
9 otherwise extended upon agreement by the Settling Parties.

10 40. Settlement Conference. If the Parties cannot resolve the dispute within
11 thirty (30) days from the date of the meet and confer described in Paragraph 39, the
12 Parties agree that the dispute may be submitted for formal resolution by filing a
13 motion before the United States District Court for the Central District of California.
14 The Parties agree to request an expedited hearing schedule on the motion.

15 41. In resolving any dispute arising from this Consent Decree before the
16 Court, the prevailing Party shall be entitled to seek fees and costs incurred pursuant to
17 the provisions set forth in Section 505(d) of the Clean Water Act, 33 U.S.C. §
18 1365(d), and applicable case law interpreting such provisions, or as otherwise
19 provided for by statute and/or case law.

20 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

21 42. Plaintiff's Waiver and Release of Defendant. In consideration of the
22 above, upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf
23 and on behalf of its officers and directors, release Defendant, its officers, directors,
24 managers, employees, members, parents, subsidiaries, divisions, affiliates, successors
25 or assigns, agents, attorneys and other representatives, from and waives all claims
26 that were raised in the 60-Day Notice Letter and/or the Complaint up to and including
27 the Termination Date of this Consent Decree.

28 43. Defendant's Waiver and Release of Plaintiff. In consideration of the

1 above, upon the Effective Date of this Consent Decree, Defendant, on its own behalf
2 and on behalf of its officers, directors, employees, parents, subsidiaries, affiliates and
3 each of their successors or assigns, release Plaintiff, its officers and directors, from
4 and waives all claims related to the 60-Day Notice Letter and/or the Complaint up to
5 and including the Termination Date of this Consent Decree.

6 44. Nothing in this Consent Decree limits or otherwise affects Plaintiff's
7 rights to address or take any position that it deems necessary or appropriate in an
8 informal or formal proceeding before the State Board, Regional Board, EPA, or any
9 other judicial or administrative body on any matter relating to Defendant's
10 compliance at the Facility with the General Permit or the Clean Water Act occurring
11 or arising after the Effective Date that is not addressed in this Consent Decree.

12 **VI. MISCELLANEOUS PROVISIONS**

13 45. No Admission of Liability. The Parties enter into this Consent Decree
14 for the purpose of avoiding prolonged and costly litigation. Neither the Consent
15 Decree nor any payment pursuant to the Consent Decree shall constitute or be
16 construed as a finding, adjudication, or acknowledgement of any fact, law or liability,
17 nor shall it be construed as an admission of violation of any law, rule, or regulation.
18 Defendant maintains and reserves all defenses it may have to any alleged violations
19 that may be raised in the future.

20 46. Counterparts. This Consent Decree may be executed in any number of
21 counterparts, all of which together shall constitute one original document. Telecopy
22 and/or facsimile copies of original signature shall be deemed to be originally
23 executed counterparts of this Consent Decree.

24 47. Authority. The undersigned representatives for Plaintiff and Defendant
25 each certify that s/he is fully authorized by the Party whom s/he represents to enter
26 into this Consent Decree. A Party's signature to this Consent Decree transmitted by
27 facsimile or electronic mail shall be deemed binding.

28 48. Construction. The language in all parts of this Consent Decree shall be

1 construed according to its plain and ordinary meaning, except as to those terms
2 defined in the Permit, the Clean Water Act, or specifically herein. The captions and
3 paragraph headings used in this Consent Decree are for reference only and shall not
4 affect the construction of this Consent Decree.

5 49. Full Settlement. This Consent Decree constitutes a full and final
6 settlement of this matter.

7 50. Integration Clause. This is an integrated Consent Decree. This Consent
8 Decree is intended to be a full and complete statement of the terms of the agreement
9 between the Parties and expressly supersedes any and all prior oral or written
10 agreements, covenants, representations, and warranties (express or implied)
11 concerning the subject matter of this Consent Decree.

12 51. Severability. In the event that any provision, paragraph, section, or
13 sentence of this Consent Decree is held by a court to be unenforceable, the validity of
14 the enforceable provisions shall not be adversely affected.

15 52. Choice of Law. The laws of the United States shall govern this Consent
16 Decree.

17 53. Diligence. Defendant shall diligently file and pursue all required permit
18 applications for any required BMPs and shall diligently procure contractors, labor,
19 and materials needed to complete all BMPs by the required deadlines.

20 54. Effect of Consent Decree. Compliance with this Consent Decree does
21 not mean that Defendant is complying with the General Permit, the Clean Water Act,
22 or any other law, rule, or regulation.

23 55. Negotiated Settlement. The Settling Parties have negotiated this Consent
24 Decree, and agree that it shall not be construed against the Party preparing it, but
25 shall be construed as if the Settling Parties jointly prepared this Consent Decree, and
26 any uncertainty and ambiguity shall not be interpreted against any one Party.

27 56. Modification of the Consent Decree. This Consent Decree, and any
28 provisions herein, may not be changed, waived, discharged, or terminated unless by a

1 written instrument, signed by the Parties and approved by the Court. Any request to
2 modify any provision of the Consent Decree, including but not limited to any
3 deadline(s) set forth herein, must be made in writing at least fourteen (14) days before
4 the existing deadline(s) applicable to the provision(s) proposed to be modified.

5 57. Assignment. Subject only to the express restrictions contained in this
6 Consent Decree, all of the rights, duties and obligations contained in this Consent
7 Decree shall inure to the benefit of and be binding upon the Parties, and their
8 successors and assigns. Defendant shall notify Plaintiff within ten (10) days after any
9 assignment.

10 58. Force Majeure. Neither of the Parties shall be considered to be in default
11 in the performance of any of their respective obligations under this Consent Decree
12 when performance becomes impossible due to a Force Majeure event. A Force
13 Majeure event is any circumstance beyond a Settling Party's control, including
14 without limitation, any act of God, war, fire, earthquake, flood, windstorm, pandemic,
15 public health crisis, or natural catastrophe; criminal acts; civil disturbance, vandalism,
16 sabotage, or terrorism; restraint by court order or public authority or agency; or action
17 or non-action by, or inability to obtain the necessary authorizations or approvals from
18 any governmental agency. A Force Majeure event shall not include normal inclement
19 weather, economic hardship, inability to pay, or employee negligence. Any Party
20 seeking to rely upon this Paragraph to excuse or postpone performance shall have the
21 burden of establishing that it could not reasonably have been expected to avoid the
22 Force Majeure event and which by exercise of due diligence has been unable to
23 overcome the failure of performance. The Parties shall exercise due diligence to
24 resolve and remove any Force Majeure event.

25 59. Correspondence. All notices required herein or any other correspondence
26 pertaining to this Consent Decree shall be, the extent feasible, sent via electronic mail
27 transmission to the e-mail address listed below, or if electronic mail is not feasible,
28 then by certified U.S. mail with return receipt, or by hand delivery to the following

addresses:

If to Plaintiff:

Los Angeles Waterkeeper
Benjamin Harris
Erina Kwon
Madeleine Siegel
360 E 2nd St., Suite 250
Los Angeles, CA 90012
Email: ben@lawwaterkeeper.org
Email: erina@lawwaterkeeper.org
Email: madeleine@lawwaterkeeper.org
Phone: (310) 394-6162

If to Defendant:

Albert Strausser
Chief Financial Officer
SignResource LLC
5930 Shull Street
Bell Gardens, California 90201
Email: albert.strausser@royston-group.com

With copies to:

Livia Borak Beaudin
Coast Law Group LLP
1140 South Coast Highway 101
Encinitas, CA 92024
Email: livia@coastlaw.com
Email: natalie@coastlaw.com
Phone: 760-942-8505

With copies to:

Rafe Petersen
Holland & Knight LLP
800 17th Street N.W., Suite 1100,
Washington, D.C. 20006
Email: rafe.petersen@hkllaw.com
Email: alexandra.Ward@hkllaw.com
Phone: 202-469-5496

Notifications of communications shall be deemed submitted three (3) days after the date that they are postmarked and sent by first-class mail, or immediately after acknowledgement of receipt via email by the receiving Party. Any change of address or addresses shall be communicated in the manner described above for giving notices.

60. If for any reason the Federal Agencies should object to entry of this Consent Decree or to any portion of this Consent Decree or the Court should decline to approve this Consent Decree in the form presented, the Parties shall use their best efforts to work together to modify the Consent Decree within thirty (30) days so that it is acceptable to the Federal Agencies or the Court. If the Parties are unable to modify this Consent Decree in a mutually acceptable manner that is also acceptable to the Court, this Consent Decree shall immediately be null and void as well as inadmissible as a settlement communication under Federal Rule of Evidence 408 and [California Evidence Code section 1152](#).

1 The Parties hereto enter into this Consent Decree and submit it to the Court for
2 its approval and entry as a final judgment.

3
4 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree
5 as of the date first set forth below.

6 APPROVED AS TO CONTENT

7
8 Dated: 7/15/2025, 2025

By: 

9 Bruce Reznik
10 Executive Director
11 Los Angeles Waterkeeper

12
13 Dated: 7/15/2025, 2025

By: 

14 Albert Strausser
15 Chief Financial Officer
16 SignResource, LLC

17 APPROVED AS TO FORM

18 COAST LAW GROUP, LLP

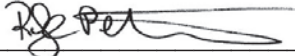
19
20 Dated: 7/15/2025, 2025

By: 

21 Livia Borak Beaudin
22 Attorney for Plaintiff
23 Los Angeles Waterkeeper
24
25
26
27
28

HOLLAND & KNIGHT LLP

Dated: July 15, 2025

By: 
Rafe Peterson
Attorney for Defendant
SignResource LLC

**IT IS SO ORDERED.
FINAL JUDGMENT**

Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the Plaintiff and Defendant.

Dated: September 8, 2025

CENTRAL DISTRICT OF CALIFORNIA

/s/

HONORABLE FERNANDO M. OLGUIN
United States District Judge